

**[The following Incidental Business Permit terms and conditions will be  
included on all permits authorizing guided raft trips on the Alsek River in  
Glacier Bay National Park & Preserve.]**

**EXHIBIT A**

**NATIONWIDE STIPULATIONS**

**(These stipulations are standard for all national park units NATIONWIDE)**

**36 CFR 5.3 - Business Operations:** Engaging in or soliciting any business in park areas, except with the provisions of a permit, contract or other written agreement with the United States, except as such may be specifically authorized under special regulations applicable to a park area, is prohibited.

1. The permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area.
2. **Damages** - The permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.
3. **Benefit** - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.
4. **Assignment** - This permit may not be transferred or assigned without the consent of the Superintendent, in writing.
5. **Revocation** - This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.
6. The permittee is prohibited from giving false information, to do so will be considered a breach of conditions and be grounds for revocation: [Re 36 CFR 2.32 (4)].
7. Permittee will comply with applicable public health and sanitation standards and codes.

**EXHIBIT B**  
**ALASKA REGION STIPULATIONS**  
**(These stipulations are applicable for all national park areas in ALASKA)**

1. Proof of permit approval must be he permittee and their employees when operating in the park unit. A copy of the signature page is acceptable and must be presented to any park employee on demand.
2. The permittee will have none of the rights or privileges of P.L. 105-391 specified for concession contracts. The National Park Service does not grant the permittee a preferential or exclusive right to conduct business in any National Park Service administered areas.
3. This permit may not be transferred, extended or assigned under any circumstances. This stipulation supersedes Exhibit A #4.
4. This permit does not authorize the permittee to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States. The Permit is for businesses (incidental) when there are no fixed commercial facilities within a national park area, the commercial activity originates and terminates outside the park, no money changes hands on park lands and no commercial solicitation occurs on park lands.
5. The permittee must obtain all permits or licenses of State or local governments, as applicable, necessary to conduct the business activities specified above and must operate in compliance with all pertinent Federal, State, and local laws and regulations.
6. **REVOCAION** - The IBP may be revoked at any time at the discretion of the superintendent without compensation to the permittee or liability to the United States.

**7. INSURANCE**

a. General

The Concessioner-Permittee-Permittee must obtain and maintain during the entire term of this Permit, at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of the Permit. The Director will approve the types and amounts of insurance coverage purchased by the Concessioner-Permittee-Permittee.

At the request of the Director, the Concessioner-Permittee-Permittee must, at the time insurance is first purchased and annually thereafter, provide the Director with a Certificate of Insurance that accurately details the conditions of the policy as evidence of compliance with this section. The Concessioner-Permittee must provide the Director immediate written notice of any material change in the Concessioner-Permittee's insurance program hereunder, including without limitation, cancellation of any required insurance coverages.

From time to time, as conditions in the insurance industry warrant, the Director may modify this Exhibit, provided that any additional requirements must be reasonable and consistent with the types of insurance a prudent businessperson would purchase in similar circumstances.

The Director will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Concessioner-Permittee proves to be inadequate or otherwise insufficient for any reason whatsoever.

b. Liability Insurance.

The Concessioner-Permittee must provide commercial general liability insurance against claims arising out of or resulting from the acts or omissions of the Concessioner-Permittee or its employees, agents or contractors, in carrying out the activities and operations required and/or authorized under this Contract.

All liability policies must specify that the insurance company will have no right of subrogation against the United States of America and must provide that the United States of America is named an additional insured.

This insurance must be in the amount commensurate with the degree of risk and the scope and size of the activities required and/or authorized under this Contract. The following liability coverage and limit is to be maintained at a minimum, and written on an occurrence basis only. The Concessioner-Permittee may attain the limits specified below by means of supplementing the respective coverage(s) with Excess or Excess "Umbrella" Liability. Furthermore, the commercial general liability package must provide no less than the coverage and limit described.

**Commercial General Liability**

Coverage will be provided for bodily injury, property damage, personal or advertising injury liability (and must include Contractual Liability and Products/Completed Operations Liability).

Bodily Injury and Property Damage Limit	\$300,000 per occurrence
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11. An accident resulting in personal injury, death or property damage, shall be reported to the Superintendent of the respective park unit, as soon as possible. [36 CFR 2.33, 3.4, 4.4.] Any threatening incident involving wildlife shall be reported to the staff of the respective National Park Service unit, as soon as possible.

12.. It is the permittee's responsibility to obtain prior approval from landowners for access to or across private lands within the Park Unit.

13. The permittee agrees to provide clients with National Park Service information, prior to the client's arrival to the park unit. The information will include park rules and regulations, basic safety rules, safe behavior in bear country and minimum impact camping and wilderness use guidelines.

14. The area(s) authorized for use under this permit must be left in substantially the same condition as it was prior to the activities authorized herein.

15. The use of Personal Watercraft (including airboats) is prohibited for commercial purposes in the National Park Units.



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## GLACIER BAY NATIONAL PARK & PRESERVE

### National Park Service

### Incidental Business Permit - Park Specific Provisions

## Guided raft trips on the Alsek River in Glacier Bay National Park & Preserve

### Guided Alsek River Rafting Fees

The Permittee must pay a fee to the Director as follows: The greater of \$500 annually or \$33.80/person (in U.S. Funds) adjusted annually based on CPI-All Urban Consumers (January 1, 2005 base CPI). Payment of the franchise fee is due on November 15 of each year.

### Guided Alsek River Rafting Stipulations

- 1) Definitions:
  - a) **“Bear resistant container”** means a container which has been tested and approved in accordance with the Interagency Grizzly Bear Committee Bear-Resistant Products Testing Program (Part 1 category) [see: <http://www.fs.fed.us/r1/wildlife/igbc/resistantcontainer4-04.pdf>]
- 2) The Permittee must comply with applicable Canadian requirements while in Canada, including but not limited to commercial river rafting permits, fishing licenses and customs clearances.
- 3) The following companies are allocated the indicated number of take-out dates during the June 12 to September 15 “control season” in accordance with the recommendations of Canadian Alsek and Tatshenshini River corridor management agencies: Butterfield & Robinson Rivers & Outfitters (2), Canadian River Expeditions (9), Champagne & Aishihik First Nations (3), Kean Expedition Rafting (2), Kootenay River Runners (2), Nahanni River Adventures (3), Suskwa Adventure Outfitters (1), & Tatshenshini Expediting (2). Except as noted above, no other “control season” trips on the Alsek River are authorized.
- 4) Any trips not used for two consecutive years will be forfeited, except that the Superintendent may allow the Permittee to retain the trips if the Permittee relinquishes the trips at least six months in advance or can demonstrate that there was insufficient visitor demand to justify running the trip. Forfeiture of trips allocated to Canadian operators will be made in consultation with Canadian Alsek/Tatshenshini River management team.
- 5) The Permittee will be assigned arrival dates at Dry Bay for all authorized trips. Trips arriving at Dry Bay on any other date are prohibited. For 2005, the Permittee is assigned the arrival dates at Dry Bay as shown on Exhibit D. For subsequent years, the National Park Service will notify the Permittee of assigned trip dates after consultation with Canadian land managers and Permittees.
- 6) A trip report, in the format shown on Exhibit C or as approved by the Service, will be submitted to the Dry Bay Ranger at the take-out, or mailed to the Park within 5 days after take-out.
- 7) Group size is limited to a maximum of 15 people, including clients, boatman and trainees. Permittee trips authorized prior to the July 1989 *Alsek River Visitor Use Management Plan* are allowed a maximum group size of 25 people, including clients, boatman and trainees (unless there has been a change in controlling interest, as noted below). The larger group size will be lost when there is a change in a controlling interest in the ownership of the Permittee, as defined in 36 CFR 51.84.
- 8) Groups will not remain longer than one night on each trip at Walker Glacier, Gateway Knob and Alsek Lake Peninsula/Spit except that on each trip a group may remain two nights at only one of these three sites listed above. At all other campsites, groups will not remain longer than three consecutive nights on each trip.
- 9) Boat motors may not be used above Gateway Knob.

- 10) Solid human waste must be disposed of outside of Glacier Bay National Park & Preserve, except when hiking more than 1/2 mile from the Alsek River.
- 11) Open wood fires shall be contained in a fire-pan and all fire residue distributed in the main channel of the river.
- 12) Firewood is limited to driftwood collected at least one mile from the campsite.
- 13) All trash and garbage will be carried out of the park.
- 14) No materials, supplies, or equipment of any type will be cached or stored in the park or preserve without prior written approval by the Superintendent.
- 15) Permittee will coordinate with or participate in an effort among the various commercial rafting outfitters operating on the Tatshenshini and Alsek to test alternatives for food storage including, bear resistant food containers, an electric fence system and a food cache alarm system, in conjunction with the NPS and Canadian agencies. Permittee will report the test results to the NPS and implement any NPS approved system that results from this process.
- 16) The Permittee will not leave campsites unattended.
- 17) A satellite phone will be carried on all trips.
- 18) Dry suits will be offered to all clients for use on the river. Alternative types of thermal protection may be provided by the permittee (instead of dry suits) on approval by the Superintendent.
- 19) The Permittee will develop a comprehensive river guide manual, for NPS approval. The approved guide manual will be provided to all guides and will be the basis for guide performance standards.
- 20) The Permittee will ensure that all existing guides have at least swift water rescue, emergency trauma technician (or Wilderness Advanced First Aid), cardiopulmonary resuscitation certification (or equivalent) and that new guides have at least Wilderness First Responder certification. [Note: Requests for consideration of alternative equivalent training will be considered on application to the Superintendent.]
- 21) The Permittee will develop a master river map for guide use which will be updated throughout the season with current river information, local conditions, etc.
- 22) The Concessions will carry reference materials related to the Alsek Tatshenshini area for guide and client use on each trip. Topics should include natural history, geology, plants/wildflowers, wildlife, and annotated river map.
- 23) The Permittee will require a written trip leaders report for each trip (in addition to the trip report submitted to the NPS). As a minimum, the form will solicit comments regarding the pre-trip orientation, client expectations, trip equipment, logistics, staff performance, and trip conditions. Trip reports will be made available to the NPS on request. If desired by the Permittee, the trip leaders report may be combined with the standard trip report (see item 6, above) which is required to be submitted at the end of each trip.

**Exhibit C**  
**Alsek/Tatshenshini River Trip Survey Form**

A copy of this form should be carried on each trip and filled out during the trip. The completed form is to be turned in to the NPS at Dry Bay.

Trip Leader/Company \_\_\_\_\_  
Launch Location \_\_\_\_\_ Launch Date \_\_\_\_\_  
Take-out Date \_\_\_\_\_ Number of Participants \_\_\_\_\_  
Number of Watercraft: Raft \_\_\_\_\_ Cataraft \_\_\_\_\_ Inflatable Kayak/Canoe \_\_\_\_\_  
Rigid Kayak \_\_\_\_\_ Rigid Canoe \_\_\_\_\_ Other \_\_\_\_\_

Campsite Locations (Be specific, using topo map locations/river left or right):

Night 1 \_\_\_\_\_

Night 2 \_\_\_\_\_

Night 3 \_\_\_\_\_

Night 4 \_\_\_\_\_

Night 5 \_\_\_\_\_

Night 6 \_\_\_\_\_

Night 7 \_\_\_\_\_

Night 8 \_\_\_\_\_

Night 9 \_\_\_\_\_

Night 10 \_\_\_\_\_

Night 11 \_\_\_\_\_

Night 12 \_\_\_\_\_

How many different groups did you encounter: Total? \_\_\_\_\_

Could you tell how many were Commercial? \_\_\_\_\_

Private? \_\_\_\_\_

Were there any problems between groups? \_\_\_\_\_ If yes, describe in "Comments" section.

How many bear were seen during the trip:

black bear \_\_\_\_\_ brown/grizzly \_\_\_\_\_ unknown species \_\_\_\_\_

Were any bear seen: (give locations here or in "Comments" section)

within 100 yards of a campsite? \_\_\_\_\_

in camp? \_\_\_\_\_

acting in an unusual or aggressive manner? \_\_\_\_\_

Any other wildlife encounters/sightings?

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Were there any campsites where trash or human disturbance was evident (give locations)?

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Did you hike anywhere away from the campsites? If so, where \_\_\_\_\_

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What kind of food storage precautions did you take while in camp? \_\_\_\_\_

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What type of toilet system did you use? \_\_\_\_\_

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Which air taxi will you use and where is your destination? \_\_\_\_\_

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What kind of emergency signaling devices did you take on the trip? VHF radio \_\_\_\_  
Air-band radio \_\_\_\_, SSB radio \_\_\_\_, ELT \_\_\_\_, EPIRB \_\_\_\_, Signal mirror \_\_\_\_,  
Signal panels \_\_\_\_, Flares \_\_\_\_, Other \_\_\_\_\_

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Comments, Suggestions, Continuations (*Your input is important to river managers*):

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## Exhibit D

### 2005 Alsek River Take-out Date Assignments

Notes: All Alsek River put-ins are subject to approval of the applicable Canadian land management agencies.

June 2005		July 2005		August 2005		September 2005	
1-Jun		1-Jul	Kean Expedition Rafting	1-Aug	James Henry Riv. Journeys	1-Sep	Kean Expedition Rafting
2-Jun		2-Jul		2-Aug		2-Sep	
3-Jun		3-Jul	Canadian River Expeditions	3-Aug		3-Sep	
4-Jun		4-Jul		4-Aug		4-Sep	Colorado River & Trail
5-Jun		5-Jul		5-Aug	Mt. Travel (A - 7/25)	5-Sep	Champagne & Aishihik
6-Jun		6-Jul		6-Aug	Butterfield & Robinson R&O	6-Sep	Chilkat Guides
7-Jun		7-Jul	Nahanni River Adventures	7-Aug	Alaska Discovery (A - 7/27)	7-Sep	
8-Jun		8-Jul	Alaska Discovery	8-Aug	Champagne & Aishihik	8-Sep	
9-Jun		9-Jul		9-Aug	Wilderness River Outfitters	9-Sep	
10-Jun		10-Jul	Mt. Travel (A - 6/29)	10-Aug		10-Sep	
11-Jun		11-Jul	Tatshenshini Expediting	11-Aug	Mt. Travel (A - 7/31)	11-Sep	
12-Jun		12-Jul	Chilkat Guides	12-Aug		12-Sep	Chilkat Guides
13-Jun		13-Jul		13-Aug		13-Sep	Canadian River Expeditions
14-Jun	Chilkat Guides (A - 6/3)	14-Jul		14-Aug	Canadian River Expeditions	14-Sep	
15-Jun		15-Jul		15-Aug		15-Sep	
16-Jun		16-Jul		16-Aug		16-Sep	Kootenay (problem date)
17-Jun	Suskwa Adventures	17-Jul	Canadian River Expeditions	17-Aug		17-Sep	
18-Jun		18-Jul		18-Aug		18-Sep	
19-Jun	Canadian River Expeditions	19-Jul		19-Aug	Mt. Travel	19-Sep	
20-Jun	Mt. Travel (A 6/9)	20-Jul	Mt. Travel	20-Aug	Nahanni River Adventures	20-Sep	
21-Jun		21-Jul	Champagne & Aishihik	21-Aug	Chilkat Guides	21-Sep	
22-Jun	Alaska Discovery	22-Jul	Colorado River & Trail	22-Aug	Canadian River Exp. (A - 8/12)	22-Sep	
23-Jun	Canadian River Exp (A - 6/13)	23-Jul		23-Aug		23-Sep	
24-Jun		24-Jul	Wilderness River Outfitters	24-Aug		24-Sep	
25-Jun		25-Jul	Butterfield & Robinson R&O	25-Aug	James Henry Riv. Journeys	25-Sep	
26-Jun		26-Jul	Mt. Travel	26-Aug		26-Sep	
27-Jun		27-Jul	Nahanni River Adv. (A - 7/16)	27-Aug		27-Sep	
28-Jun	Chilkat Guides (A - 6/17)	28-Jul		28-Aug	Canadian River Expeditions	28-Sep	
29-Jun	Tatshenshini Expediting	29-Jul		29-Aug		29-Sep	
30-Jun	James Henry Riv. Journeys	30-Jul		30-Aug		30-Sep	
		31-Jul	Canadian River Expeditions	31-Aug	Chilkat Guides (A - 8/20)		